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ATTORNEYS AT LAW
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WASHINGTON, D.C.

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

20006-2973

OF COUNSEL
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RECORDATION NO. 13158-B
FILED 1425

MAY 1 1995 7:10 AM

May 1, 1995

INTERSTATE COMMERCE COMMISSION

0100610008
\$63.00

RECEIVED
OFFICE OF THE
SECRETARY
MAY 1 11 04 PM '95
LICENSING BRANCH

Mr. Vernon A. Williams
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two (2) copies of a Termination of Reconstruction Agreement, dated as of April 5, 1995, a secondary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document relates to the Reconstruction Agreement duly filed with the Commission under Recordation Number 13158.

The names and addresses of the parties to the enclosed document are:

Owner: State Street Bank and Trust Company
750 Main Street
Hartford, Connecticut 06103

Rebuilder: Waterloo Railway Company
455 N. Cityfront Plaza Drive
Chicago, Illinois 60611

A description of the railroad equipment covered by the enclosed document is:

11 rebuilt locomotives ICG 1478 through ICG 1488, inclusive.

Countryparts -

Mr. Vernon A. Williams
May 1, 1995
Page 2

Also enclosed is a check in the amount of \$21.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return one stamped copy of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "Robert W. Alvord", with a stylized flourish at the end.

Robert W. Alvord

RWA/bg
Enclosures



Interstate Commerce Commission

Washington, D.C. 20423-0001

5/1/95

Office Of The Secretary

Robert W. Alvord
Alvord And Alvord
918 Sixteenth Street, NW., Ste. 200
Washington, DC., 20006-2973

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 5/1/95 at 11:10AM , and assigned recordation number(s). 13158-B, 13159-E, 13160-D, 19379-A.

Sincerely yours,

Vernon A. Williams
Secretary

Enclosure(s)

(0100610008)

\$ 84.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature

TERMINATION OF RECONSTRUCTION AGREEMENT

THIS TERMINATION OF RECONSTRUCTION AGREEMENT is made as of April 12, 1995, by State Street Bank and Trust Company, a Massachusetts banking corporation, not in its individual capacity, but solely as successor trustee under the Trust Agreement (as defined below) ("Owner"), and Waterloo Railway Company, a Delaware corporation ("Rebuilder").

WITNESSETH:

WHEREAS, Owner is the successor trustee to The Connecticut Bank and Trust Company, National Association, a national banking association ("CBTNA") and the successor by merger to The Connecticut Bank and Trust Company ("CBT"), under that certain Trust Agreement dated June 1, 1981, as amended (the "Trust Agreement"), originally between CBT and Banc One Arizona Leasing Corporation, an Arizona corporation formerly known as Valley Bank Leasing, Inc.;

WHEREAS, Rebuilder's predecessor, Waterloo Railroad Company, an Iowa corporation ("Waterloo"), agreed to reconstruct the Locomotives more fully described on Schedule 1 attached hereto pursuant to that certain Reconstruction Agreement dated as of June 1, 1981 between Owner, as the successor to CBT, and Rebuilder, as the successor to Waterloo (filed as ICC Recordation No. 13158) (the "Reconstruction Agreement"); and

WHEREAS, the duties and obligations of the parties to the Reconstruction Agreement have been satisfied and discharged;


NOW, THEREFORE, in consideration of the promises and covenants in the documents set forth above by reference, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with authority to issue and execute this document, intending to be legally bound, and recognizing the need to officially terminate the Reconstruction Agreement in the files of the Interstate Commerce Commission, Owner and Rebuilder hereby terminate and cancel the Reconstruction Agreement and release each party from its obligations and liabilities thereunder effective as of the date herein first written above.

This Termination of Reconstruction Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Receipt by any party by telecopy of a facsimile of an executed counterpart shall be deemed to constitute delivery and receipt of a manually executed counterpart hereof.

Reconstruction

IN WITNESS WHEREOF, the parties hereto have caused this Termination of
~~Security~~ Agreement to be duly executed as of the date hereinabove first written.

STATE STREET BANK AND TRUST COMPANY, not
individually but solely as trustee under the Trust
Agreement

By: 
DONALD E. SMITH
Title: VICE PRESIDENT

WATERLOO RAILWAY COMPANY

By: _____

Title: _____

Reinstatement
1/8/2 IN WITNESS WHEREOF, the parties hereto have caused this Termination of Security Agreement to be duly executed as of the date hereinabove first written.

STATE STREET BANK AND TRUST COMPANY, not individually but solely as trustee under the Trust Agreement

By: _____

Title: _____

WATERLOO RAILWAY COMPANY

By: *Douglas A. Roman*

Title: *Asst. Treasurer*

STATE OF Massachusetts)
COUNTY OF Suffolk) ss:

On this 14th day of April, 1995, before me personally appeared the within named DONALD E. SMITH, to me personally known, who, being by me duly sworn, says that (s)he is VICE PRESIDENT of State Street Bank and Trust Company, a Massachusetts banking corporation, that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Daniel Golden
Notary Public

[Notary Seal]

DANIEL GOLDEN
Notary Public

My commission expires: My Commission Expires June 26, 1998

STATE OF _____)
COUNTY OF _____) ss:

On this _____ day of April, 1995, before me personally appeared the within named _____, to me personally known, who, being by me duly sworn, says that (s)he is _____ of Waterloo Railway Company, a Delaware corporation, that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notary Seal]

My commission expires: _____

STATE OF _____)
COUNTY OF _____) ss:

On this ____ day of April, 1995, before me personally appeared the within named _____, to me personally known, who, being by me duly sworn, says that (s)he is _____ of State Street Bank and Trust Company, a Massachusetts banking corporation, that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notary Seal]

My commission expires: _____

STATE OF Illinois)
COUNTY OF Cook) ss:

On this 10th day of April, 1995, before me personally appeared the within named D.A. Komar, to me personally known, who, being by me duly sworn, says that (s)he is Chief Treasurer of Waterloo Railway Company, a Delaware corporation, that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Marietta D. Sullivan
Notary Public

[Notary Seal]



My commission expires: Jan 31, 1997

SCHEDULE 1

EQUIPMENT

Eleven (11) rebuilt SW-14 Diesel Electric Locomotives marked as ICG 1478 to ICG 1488, inclusive.